

CITY OF BUFFALO  
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS  
DIVISION OF PURCHASE  
65 NIAGARA SQUARE, ROOM 1901 CITY HALL  
BUFFALO, NEW YORK 14202  
PHONE (716) 851-5222 FAX (716) 851-5231

SPECIFICATIONS  
FOR  
**STORAGE ARRAY**  
**FOR THE**  
**DEPARTMENT OF M.I.S.**

DATE ISSUED: JUNE 3, 2020  
BID DUE DATE: JUNE 17, 2020  
AT 10:30 AM  
LAURA MORRISON

**CITY OF BUFFALO**  
DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS  
DIVISION OF PURCHASE  
65 NIAGARA SQUARE, ROOM 1901 CITY HALL  
BUFFALO, NY 14202

**REGULATIONS**

**FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND;  
SERVICES**

**1. METHOD OF TENDERING PROPOSALS.**

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(C) **A bid bond, certified check, bank draft or letter of credit must accompany a bid under \$250,000.00.** If the total dollar amount of the bid exceeds \$250,000.00, then only a bid bond is acceptable, otherwise, a certified check, bank draft or letter of credit shall be for ten percent (10%) of the amount bid. Bid bond running to the City of Buffalo to be executed by bidder as principal and by duly incorporated company authorized to guarantee performance of the contract, and to do business in the State of New York, as surety, in the penal amount of not less than ten percent (10%) of the bid, conditioned that if the bid accompanying the bond shall be accepted, the principal named in such bond will, whenever required, enter into a written contract for the performance of the contract in accordance with conditions as provided in the plans and specifications and will furnish the required security for the faithful performance of the contract as specified, and the penal sum of such bid bond, in the amount of one hundred percent (100%) shall be and become the minimum amount of the damages suffered by the City as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the City and give security for the performance of the contract as required, upon notice to him as in said plans and specifications prescribed. The amount of the aforementioned bid bond, certified check, bank draft or letter of credit, shall be based on the total amount of the bid arrived at by the addition of the totals for all groups or units bid upon. Whenever bidder submits proposals for items aggregating less than \$10,000.00, no security need accompany the proposal.

(D) “Energy Star

For all applicable products bidders must submit with their bid a statement indicating that all products purchased will bear the “Energy Star” label as awarded by the U. S. Environmental Protection Agency and U. S. Department of Energy.

(E) If bidder finds it necessary to purchase a product that does not bear the “Energy Star” label the bidder or the respective Department or Agency must include a written statement indicating the reason “Energy Star” products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the “Energy Star” rated product and the non-rated product.

(F) **All bidders must submit with their bid a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.**

**Forms EEO-2A and 2B are enclosed and must be completed and returned with your proposal.**

## **2. QUALIFICATIONS FOR BIDDER.**

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

**FOR THE PURPOSE OF THIS BID, A PERFORMANCE BOND WILL BE REQUIRED WHEN ENTERING INTO A CONTRACT, SEE ITEM THREE (3) PARAGRAPH TWO (2) BELOW FOR POSSIBLE OPTIONS.**

**A BID BOND, BANK DRAFT, CERTIFIED CHECK, OR LETTER OF CREDIT FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID \$10,000.00 OR GREATER.**

## **3. CONTRACT AND BOND.**

(A) The successful bidder will be required to enter into a contract and furnish a bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the bidder as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.

**Please note the City of Buffalo may waive its requirement of the above performance bond, at the discretion of the Director of Purchase. If approval is granted and your company is not required to submit a performance bond please list the credit price that would be deducted from your proposal.**

## **4. DISCOUNT.**

Bidder will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low bid, except where bids are otherwise identical.

**5. PAYMENT.**

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

**6. PATENT INFRINGEMENT.**

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein.

**7. GENERAL.**

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids on any or all items in the proposal and to waive any informality. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all bids.

**8. TAXES.**

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

**9. TITLE.**

Contractor must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

**10. ASSIGNMENT AND SUBCONTRACTING**

Pursuant to Article 22, Section 22-9 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest there under, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

**11. SUBCONTRACTOR LIST.**

The successful bidder shall submit a list of proposed subcontractors to the Director of Purchase for his approval and obtain his written consent thereto prior to the execution of the contract.

## **12.     NATIONALLY KNOWN CORPORATIONS.**

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and the decision will be final.

## **13.     INSURANCE COVERAGE REQUIREMENTS**

The City of Buffalo requires insurance coverage as listed below for this work. Note: The term "Vendor" shall also include their respective agents, representatives, employees or subcontractors; and the term "City of Buffalo" (hereinafter called the "City") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the City from additional limits and coverage provided.

### **Minimum Scope and Limits of Insurance**

#### Worker's Compensation Insurance and Disability Insurance:

With respect to all operations the Vendor performs the Vendor shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of New York. Evidence of Worker's Compensation on the New York form must be provided. The Vendor shall also carry Disability Insurance and provide evidence thereof on the New York form.

#### Commercial General Liability:

With respect to all operations the Vendor performs the Vendor shall carry Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000) per occurrence for each job site or location for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification provided under this contract. Each annual aggregate limit shall not be less than \$2,000,000. City of Buffalo shall be named as additional insured under Vendor's General Liability policy and shall also be an additional insured under Vendor's Umbrella/Excess liability policy.

#### Automobile Liability:

With respect to any owned, non-owned, or hired vehicles the Vendor shall carry Automobile Liability insurance providing at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. City of Buffalo shall be named as additional insured.

#### Professional Liability:

With respect to any damage caused by an error, omission or any negligent acts of the Vendor performed under this contract the Vendor shall carry Professional Liability insurance providing at least one million dollars (\$1,000,000) per claim for any wrongful act.

#### "Tail" Coverage:

If any of the required liability insurance is on a "claims made" basis, "tail" coverage will be required at the completion of this contract for a duration of 24 months, or the maximum time period reasonably available in the marketplace. Vendor shall furnish certification of "tail" coverage as described or

continuous "claims made" liability coverage for 24 months following Contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage provided its retroactive date is on or before the effective date of the pertinent Contract. If continuous "claims made" coverage is used, Vendor shall be required to keep the coverage in effect for a duration of not less than 24 months from the end of the Contract.

Acceptability of Insurers:

All of Vendor's insurance policies shall be written by insurance companies admitted in New York and licensed to do business in the State of New York or otherwise acceptable to the City's Corporation Counsel in his sole discretion.

Subcontractors:

The Vendor shall require subcontractors to provide the same "minimum scope and limits of insurance" as required herein, with the exception of Errors and Omissions/Professional Liability insurance, unless Errors and Omissions/Professional Liability insurance is applicable to the work performed by the subcontractor. All Certificates of Insurance shall be provided to Corporation Counsel's office as required herein and must be acceptable to the Corporation Counsel in his sole discretion.

Aggregate Limits:

Any aggregate limits must be declared to and approved by the City. It is agreed that the Contractor shall notify the City when fifty percent (50%) of the aggregate limits are eroded during the contract term. If the aggregate limit is eroded for the full limit, the Vendor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The premium shall be paid for by the Vendor. Deductibles and Self-Insured Retentions: Any deductible or self-insured retentions must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Vendor to pay and/or to indemnify.

Notice of Cancellation or Nonrenewal:

Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to the City.

Waiver of Governmental Immunity:

Unless requested otherwise by the City, the Vendor and his insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

Additional Insured:

The liability insurance coverage, except Errors and Omissions, Professional Liability, or Workers Compensation, if included, required for the performance of the Contract shall include the City as Additional Insured and Certificate Holder but only with respect to the Vendor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance.

Certificate of Insurance:

As evidence of the insurance coverage required by this Contract, the Vendor shall furnish Certificate(s) of Insurance to the Department of Management Information Systems prior to the award of the Contract and prior to the Vendor's commencement of work under this Contract. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring certificates shall be filed thirty (30) days prior to expiration. The City reserves the right to require complete, certified copies of all required policies at any time.

All insurance documents required should be mailed to:

The City of Buffalo  
Department of Management Information Systems  
65 Niagara Square, Room 1201  
Buffalo, New York 14202

Waiver of requirements:

The Corporation Counsel may vary the requirements at Corporation Counsel's sole discretion if Corporation Counsel determines that the City's interests will be adequately protected.

**14. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.**

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

## **15. NON-COLLUSIVE BIDDING CERTIFICATION.**

If the bidder is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No bid shall be considered for an award nor will any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. In such event the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

## **16. SECTION 220-E, Labor Law.**

### **PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.**

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.



## **17. COOPERATIVE PURCHASING: PURCHASES BY OTHER POLITICAL SUBDIVISIONS**

(A) When in the opinion of the Director of Purchase, it will not create a burden or hardship on the City of Buffalo and the anticipated prices will not adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular City of Buffalo request for proposal that the participants shall have rights to make purchases based upon the proposals received by the City of Buffalo.

(B) The City of Buffalo Director of Purchase, within the limits of his/her time and manpower, shall disseminate relevant contract information to the participants.

(C) The participants in the City of Buffalo contracts will issue purchase orders directly to vendors within the specified contract period referencing the City of Buffalo contract involved and be liable for any payments due on such purchase orders.

(D) Proposers shall take notice that as a condition of the award of a City of Buffalo contract pursuant to these specifications, the successful proposers agrees to accept the award of a similar contract with any of the participating political subdivisions if called upon to do so. The City of Buffalo will not be responsible for any debts incurred by participants pursuant to this or any other agreement

(E) Upon mutual agreement between the successful proposer and various other government agencies and authorities, this contract may be used if all requirements of each municipality is in agreement. Government agencies requesting the use of this contract will be responsible for monitoring all aspects and requirement, the City of Buffalo assumes no responsibility.

STORAGE ARRAY  
FOR THE  
DEPARTMENT OF M.I.S.

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BIDS ON STORAGE ARRAY FOR DEPARTMENT OF M.I.S. ", addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, New York 14202, will be received until 10:30 A. M., local time, WEDNESDAY, JUNE 17, 2020.

The City of Buffalo, Division of Purchase is requesting bids for the DEPARTMENT OF MANAGEMENT INFORMATION SYSTEMS (M.I.S.) to purchase STORAGE ARRAY and the following specifications.

The City of Buffalo reserves the option to purchase additional quantities of the above units at the bid prices, under the same terms and conditions from date of commencement through June 30, 2021. If agreeable to the successful vendor and if necessary funds become available, may renew an additional four (4) one year periods with all terms the same and agreeable to both parties. Yearly renewal options will be concurrent with the City of Buffalo's fiscal year July 1st – June 30th.

City of Buffalo reserves the right to reject any and all bids or parts of bids, to waive irregularities and technicalities and to request rebids. City of Buffalo also reserves the right to award the contract on such as the City deems will best serve its interests.

City of Buffalo reserves the right to reject all bids and utilize pricing offered in current contracts with other governmental entities if determined advantageous and in the best interest of the City.

Price shall include inside delivery to the Department of Management Information Systems, 65 Niagara Square, Room 1201, City Hall, Buffalo, NY 14202. Forty-Eight (48) hour notification of delivery shall be given to 716-851-4883.

For questions regarding these products or questions on any other information contact Laura Morrison, Junior Buyer, Division of Purchase at [lmorrison@city-buffalo.com](mailto:lmorrison@city-buffalo.com).

BIDDER SHALL COMPLETE EVERY SPACE IN BIDDERS PROPOSAL COLUMN WITH A CHECK MARK TO INDICATE IF THE ITEM BEING BID IS EXACTLY AS SPECIFIED. IF NOT, DESCRIPTION TO INDICATE THE SPECIFIC DEVIATION FROM THE SPECIFICATIONS TO BE SUPPLIED ON THESE SHEETS OR ON A SEPARATE SHEET OF PAPER.

SPECIFICATIONS

BIDDER COMPLIES  
YES NO DEVIATIONS

**REQUIREMENTS:**

The City of Buffalo seeks competitive bidding for a new storage array from any manufacturer that meets the below minimum requirements and has a similar configuration listed in the bill of materials in this bid.

|   |  |  |
|---|--|--|
| ➤ 16GB fiber channel or better or iSCSI equivalent        |  |  |
| ➤ 190 TB of usable storage space after RAID configuration |  |  |
| ➤ Must be scalable to add more SSD/flash storage          |  |  |
| ➤ Minimum of 20% SSD/Flash storage including Cache        |  |  |
| ➤ Installation  |  |  |
| ➤ 1 year manufactures warranty                            |  |  |
| ➤ Support and maintenance                                 |  |  |
| ➤ Training for device                                     |  |  |

**STORAGE ARRAY TO INCLUDE:**

| QTY | ITEM NUMBER           | DESCRIPTION  |  |  |
|-----|-----------------------|--|--|--|
| 1   | SYSTEM                | DELL EMC UNITY 480                                   |  |  |
| 1   | D4SL8C25F             | UNITY 480 DPE 25 X 2.5 DELL FLD RCK                  |  |  |
| 1   | D44PC10IT             | UNITY 2X4 PORT CARD 10GBE OPT                        |  |  |
| 3   | D4FC-2SFX-400         | D4 400GB FAST CACHE 25X2.5 SSD                       |  |  |
| 19  | D4-2SFXL-3200         | D4 3.2TB SAS FAST VP 25X2.5 SSD                      |  |  |
| 15  | D4-VS07-12000         | D4 12TB NLSAS 15X3.5 DRIVE                           |  |  |
| 24  | D4-2S10-1800          | D4 1.8TB 10K SAS 25X2.5 DRIVE                        |  |  |
| 1   | D4SP-4X1800-10K       | D4 SYSPACK 4X1.8TGB 10K SAS 25X2.5                   |  |  |
| 1   | D4DPEKIT              | UNITY DPE INSTALL KIT                                |  |  |
| 1   | D4SL16F               | UNITY 2X4 PORT IO 16GB FC                            |  |  |
| 1   | D4122F                | UNITY 2U 25X2.5 DAE FLD RCK                          |  |  |
| 1   | D4123F                | UNITY 3U 15X3.5 DAE FLD RCK                          |  |  |
| 1   | M-PSP-HWE-004         | 36 Months PROSUPPORT PLUS 4HR/MC<br>HARDWARE SUPPORT |  |  |
| 1   | 458-002-523           | UNITY HFA BASE SOFTWARE+ DARE=IC                     |  |  |
| 1   | M-PSP-SWE-004         | 36 Months PROSUPPORT PLUS 4HR/MC<br>SOFTWARE SUPPORT |  |  |
|     | <b>ProDeploy Plus</b> |  |  |  |
| 1   | PS-PDP-P30UNITY       | 30DAYPOSTDEPLOYASSIST UNITY                          |  |  |
| 1   | PS-PDP-UXHFXDP        | PDP FOR UNITY XT HF                                  |  |  |
| 2   | PS-PDPAD-UXFRDIN      | PDP ADDON, UNITY HF DAE                              |  |  |
| 800 | CE-PDPSTRTC0001       | 1 TRAINING CREDIT VALID 1YR (PDP STR)                |  |  |
| 1   | CS-OPT-UXHF-QTR-1Y    | OPTIMIZE FOR UNITY HYA QTRLY 1YEAR                   |  |  |

SPECIFICATIONS

BIDDER COMPLIES  
YES NO DEVIATIONS

**STORAGE ARRAY TO INCLUDE:**

| QTY | ITEM NUMBER           | DESCRIPTION                                  |  |  |
|-----|-----------------------|--|--|--|
| 1   | SYSTEM                | CONNECTRIX B-SERIES SOLUTION                 |  |  |
| 2   | DS-6610R-B-8          | DS-6610R-B 8/24P RTF W/8 16G SFP SWTCH       |  |  |
| 2   | C13-PWR-12            | C13 POWER CORD PAIR NEMA5-15P PLUGS 2MTR     |  |  |
| 1   | DS6610-16G8PU         | DS-6610B 8PORT 16G SFP UPGRADE KIT           |  |  |
| 18  | CTX-OM4-5M            | OM4 50/125 MICRON OPTICAL CBL LC-LC 5M       |  |  |
| 1   | M-PSM-HW-E-002        | 36 Months PROSUPPORT 4HR/MC HARDWARE SUPPORT |  |  |
|     | <b>ProDeploy Plus</b> |  |  |  |
| 1   | PS-PDP-P30CNCTRIX     | 30DAYPOSTDEPLOYASSIST CONNECTRIX             |  |  |
| 800 | CE-PDPSTRTC0001       | 1 TRAINING CREDIT VALID 1YR (PDP STR)        |  |  |
| 2   | PS-PDP-CTXSWDP        | PDP FOR CONNECTRIX SWITCH                    |  |  |

**INCLUDE A BILL OF MATERIALS FOR STORAGE ARRAY**

**A BID BOND, BANK DRAFT, CERTIFIED CHECK, OR LETTER OF CREDIT FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID \$20,000.00 OR GREATER.**

### **NOTIFICATION OF AWARD**

A notice of award letter will be sent to all parties who submitted a valid proposal notifying all of our selection as to who was the successful bidder.

### **METHOD OF BIDDING**

Bidders shall quote unit prices and total prices as per specifications.

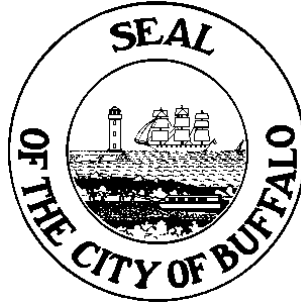
Price shall include inside delivery to the Department of Management Information Systems, 65 Niagara Square, Room 1201, City Hall, Buffalo, NY 14202. Forty-Eight (48) hour notification of delivery shall be given to 716-851-4883.

**Bidders shall state length of time required for delivery.**

### **ALL INFORMATION REQUIRED**

BIDDERS SHALL ANSWER ALL QUESTIONS APPEARING ON BID FORM.  
FAILURE TO FOLLOW INSTRUCTIONS SHALL BE REASON FOR DISQUALIFICATION.  
NOT RESPONDING TO THIS BID INVITATION WILL RESULT IN YOUR NAME BEING  
REMOVED FROM THE BIDDER'S LIST FOR THIS COMMODITY GROUP.

WILLIAM L. SUNDERLIN, DIRECTOR  
DIVISION OF PURCHASE



## CITY OF BUFFALO

NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS

DIVISION OF PURCHASE

65 NIAGARA SQUARE, ROOM 1901 CITY HALL

BUFFALO NY 14202

PHONE (716) 851-5222 FAX (716) 851-5231

# FORMAL PROPOSAL

## STORAGE ARRAY FOR THE DEPARTMENT OF M.I.S.

Covered by Specifications ADVERTISED ON: FRIDAY, JUNE 5, 2020

This bid must be returned to 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 10:30 A.M., Local Time, WEDNESDAY, JUNE 17, 2020, at which time all bids will be publicly opened.

THE UNDERSIGNED SUBMITS THE FOLLOWING BID WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS.

| ITEM<br>NO. | QTY & DESCRIPTION  | TOTAL PRICE |
|-------------|--|-------------|
| 1.          | 1 EA. DELL EMC UNITY 480 WITH CONNECTRIX B-SERIES<br>SOLUTION AS SPEC; OR EQUAL<br><br>MFR. & PART NO. _____ | \$ _____    |

**If your company is the successful bidder and the City of Buffalo grants approval to waive the performance bond for this contract please list the cost savings that would be credited to the City of Buffalo on this contract**

**Credit to be applied: \$ \_\_\_\_\_**

NAME OF BIDDER \_\_\_\_\_ PHONE NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_ EMAIL \_\_\_\_\_

REMIT TO ADDRESS \_\_\_\_\_

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED \_\_\_\_\_ % IN THIRTY (30) DAYS.

**DELIVERY SHALL BE WITHIN \_\_\_\_\_ DAYS AFTER RECEIPT OF PURCHASE ORDER BY VENDOR.**

We attach hereto Bid Bond, Certified Check, Bank Draft or Letter of Credit in the amount required by the specifications.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

PARTNERS CONSTITUTING \_\_\_\_\_  
PARTNERSHIP \_\_\_\_\_

INCORPORATED IN WHAT STATE, IF CORPORATION? \_\_\_\_\_

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE \_\_\_\_\_

| <u>* CORPORATE OFFICERS' NAMES</u> | <u>TITLES</u> | <u>ADDRESSES</u> |
|------------------------------------|---------------|------------------|
| _____                              | _____         | _____            |
| _____                              | _____         | _____            |

| <u>* PRINCIPAL STOCK HOLDERS</u> |                  |              |                  |
|----------------------------------|------------------|--------------|------------------|
| <u>NAMES</u>                     | <u>ADDRESSES</u> | <u>NAMES</u> | <u>ADDRESSES</u> |
| _____                            | _____            | _____        | _____            |
| _____                            | _____            | _____        | _____            |

\* Note: This information is not required from nationally known corporations.

## **NON-COLLUSION CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME \_\_\_\_\_

PRINCIPAL ADDRESS \_\_\_\_\_  
STREET \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

\_\_\_\_\_  
TITLE (TYPE OR PRINT NAME ABOVE)

\_\_\_\_\_  
TITLE (TYPE OR PRINT NAME



**DEBARMENT CERTIFICATION**

Has your company or any affiliate been debarred from any state or federal contract within the last five (5) years?

Yes      No

If Yes, please specify the contract, contract type, dollar amount, reason and date of debarment.

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Company Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

**FORM 2A – BIDDERS AFFIRMATIVE ACTION STATEMENT**

The \_\_\_\_\_  
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

\_\_\_\_\_  
(Signature of Authorized representative of Bidder)

Date \_\_\_\_\_

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2A

**(MWBE SUBCONTRACTOR UTILIZATION)**

**Form 2B CITY OF BUFFALO MINORITY / WOMEN'S BUSINESS UTILIZATION REPORT**

|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|---------------------------------------|------------------------|---------------------------------|---------------------------|--|-----------|------------|------------|---------------------------------|--------------------|--------------------|
| <b>Name of Project: STORAGE ARRAY</b> |                        |                                 |                           | <b>City of Buffalo</b><br>Mayor's Office of Contract Compliance<br>2201 City Hall, Buffalo, New York 14202 |           |            |            |                                 |                    |                    |
| <b>Date: 6/17/2020</b>                |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
| <b>1.</b>                             | <b>2.</b>              | <b>3.</b>                       | <b>4.</b>                 | <b>5.</b>  |           | <b>6.</b>  | <b>7.</b>  | <b>8.</b>                       |                    |                    |
| <b>Name of Contractor</b>             | <b>Contract Amount</b> | <b>City of Buffalo Business</b> | <b>Section 3 Business</b> | <b>Competitive</b>   |           | <b>MBE</b> | <b>WBE</b> | <b>Specify the Type of Work</b> |                    |                    |
|                                       |                        |                                 |                           | <b>YES</b>   | <b>NO</b> |            |            | <b>a. Construction</b>          | <b>b. Supplies</b> | <b>c. Services</b> |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |
|                                       |                        |                                 |                           |  |           |            |            |                                 |                    |                    |